

Frank J. Morales, ABA 0810059
McKENZIE ROTHWELL BARLOW
& KORPI, P.S.
1325 Fourth Ave., Suite 910
Seattle, WA 98101
Telephone: (206) 224-9900
Facsimile: (206) 224-9820
E-mail: frankm@mrbklaw.com

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA AT ANCHORAGE

ALASKA CARPENTERS HEALTH AND
WELFARE FUND, ALASKA
CARPENTERS DEFINED
CONTRIBUTION TRUST, SOUTHERN
ALASKA CARPENTERS DEFINED
BENEFIT TRUST, and SOUTHERN
ALASKA CARPENTERS
APPRENTICESHIP AND TRAINING
TRUST, and the ALASKA REGIONAL
COUNSEL OF CARPENTERS,

Plaintiffs,

vs.

JANSSEN CONTRACTING COMPANY,
INC.,

Defendant.

Case No.

**COMPLAINT FOR DELINQUENT FRINGE BENEFIT
CONTRIBUTIONS (ERISA)**

For their complaint, plaintiffs allege as follows:

I. PARTIES AND JURISDICTION

1. Plaintiffs Alaska Carpenters Health and Welfare Fund, Alaska Carpenters Defined Contribution Trust, Southern Alaska Carpenters Defined Benefit Trust, Southern Alaska Carpenters Apprenticeship and Training Trust (collectively “Trust Funds”) are joint labor-management funds created pursuant to Section 302(c) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 186(c), and the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. § 1001, *et seq.* as amended (“ERISA”).

2. Plaintiff Alaska Regional Counsel of Carpenters (“ARCC”) is an employee organization as the term is defined by LMRA and ERISA located in the State of Alaska. Alaska Regional Counsel of Carpenters is the exclusive collective bargaining representative on behalf of certain employees of the Defendant residing in the State of Alaska.

3. Defendant Janssen Contracting Company, Inc. (“Employer”) is an Alaska State corporation engaged in the business of general construction with its principal offices located at 1520 Post Road, Anchorage, Alaska 99501.

4. Jurisdiction is conferred on this court by Section 301 of the LMRA, 29 U.S.C. § 186, and Sections 502(g)(2) and 515 of ERISA, 29 U.S.C. §§ 1132(g)(2) and 1145.

5. Venue lies in the United States District Court for the District of Alaska under ERISA § 502(e)(2), 29 U.S.C. § 1132(e)(2).

II. CAUSE OF ACTION

6. At all material times, Employer has been party to a collective bargaining agreement (“CBA”) with ARCC which obligates Employer to make certain fringe benefit contributions to plaintiffs on behalf of its employees covered by the CBA.

8. The Trust Funds are governed by the respective Trust Agreements, which are incorporated into the CBA by reference. Under the terms of the Trust Agreements and under ERISA, Employer is obligated to pay liquidated damages, interest, reasonable attorney fees, and costs and expenses of suit.

- a. A money judgment against Employer for the full amount of contributions, liquidated damages, interest, and reasonable attorney fees, and costs and expenses of suit found to be owing to Trust Funds to the date of the judgment herein; and
- b. For such other and further relief as this court deems just and equitable.

DATED this 22nd day of September, 2011.

s/ Frank J. Morales

Frank J. Morales
McKENZIE ROTHWELL BARLOW & KORPI, P.S.
1325 Fourth Avenue, Suite 910
Seattle, WA 98101
Telephone: (206) 224-9900
Facsimile: (206) 224-9820
E-mail: frankm@mrbklaw.com
ABA 0810059